

STATE OF ILLINOIS)
)
COUNTY OF COOK)

RECORDATION NO. 6859-C
Filed & Recorded
JUN 28 1973 - 11 55 AM

C E R T I F I C A T E
NOTARY PUBLIC COMMISSION

The undersigned, Helen Joy Krug, a Notary Public in and for said County, states that she compared the attached copy of the Second Supplemental Equipment Trust Agreement dated the 22nd day of June, 1973, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 27th day of June, 1973.

Helen Joy Krug
Notary Public

My Commission Expires July 10, 1976

THIS SECOND SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT is entered into as of June 22, 1973, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under the laws of the State of Illinois, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of January 15, 1973 (the "Trust Agreement"), providing for an issue of its Equipment Trust Certificates (Series 9) (the "Trust Certificates"), in aggregate principal amount of \$25,000,000; and

WHEREAS, the aggregate final Cost (as defined in the Trust Agreement) of the Equipment heretofore transferred to the Trustee pursuant to Section 4.04 of the Trust Agreement has been determined to be less than 133-1/3% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.01 of the Trust Agreement; and

WHEREAS, pursuant to said Section 4.04, Union desires to transfer and convey to the Trustee additional Equipment in such amount and of such Cost that the final Cost of the Trust Equipment will be at least 133-1/3% of the aggregate principal amount of said Trust Certificates; and

WHEREAS, the Company desires to comply with Section 5.03 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of the aforesaid Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

ARTICLE ONE

Addition of Equipment

The Equipment described in Schedule A annexed hereto is hereby added to and included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all

the terms and conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement.

ARTICLE TWO

Concerning the Trustee

The Trustee accepts the provisions of this Second Supplemental Equipment Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representations and shall have no responsibility as to the validity of this Second Supplemental Equipment Trust Agreement.

ARTICLE THREE

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.


This Second Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

UNION TANK CAR COMPANY

Attest:

By



Vice President

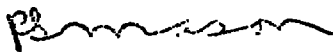

Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

Attest:

By


Vice President


ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On the 22nd day of June, 1973, before me personally came D. B. Romans, to me known, who being by me duly sworn, did depose and say that he resides at 111 W. Jackson Boulevard, Chicago, Illinois 60604; that he is a Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Mary Jane Napoleon
Notary Public

My Commission Expires November 13, 1976

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On the 26th day of June, 1973, before me personally came J. L. SPRENG to me known, who, being by me duly sworn, did depose and say that he resides at 111 W. Monroe St., Chicago, Illinois 60690; that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

J. M. Moennich
Notary Public

My Commission Expires September 2, 1975

SCHEDULE A

SERIES 09

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers*</u>	
31	TM	20,000	47585 47586 47589 47590 47593 47605 47652 47653 47654 47655 47656 47667 47653 47659 47660 47661	47662 47663 47664 47665 47666 47667 47668 47669 47670 47671 47672 47673 47674 47675 47676
30	TMI	23,000	75342 75359 75367 75378 75381 75448 75523 75555 75559 75563 75565 75571 75573 75578 75579	75580 75581 75582 75583 75585 75586 75587 75588 75589 75590 75594 75595 75607 75608 75609

← ERRORE ?

61 TOTAL

* All Equipment is Lettered UTLX